

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4 TO LEASE NO. GS-04P-LFL60251
ADDRESS OF PREMISES 5000 S. Washington Avenue, Titusville, FL 32780-7318	PDN Number: N/A

THIS AMENDMENT is made and entered into between R&S Titusville LLC

whose address is: 362 Atwater Way
Madison, FL 32341

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, effective September 25, 2017; and,

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon the Government's execution of this Lease Amendment (LA) to: establish the Tenant Improvement Allowance and BSAC used; accept the Tenant Improvements made to the Premises; and, to establish the commencement date, rent table, and economic terms of the Lease for the [REDACTED] at 5000 S. Washington Avenue, Titusville, FL 32780-7318.

1. The Tenant Improvements made to the Premises have been inspected and are hereby accepted by the Government. The start date for Rent is hereby established as September 18, 2017.
2. In accordance with the "LEASE TERM" provision on Page 1 of the Lease, the Commencement Date of this Lease is hereby established as September 18, 2017. The Government shall have and hold the Premises with their appurtenances for the term beginning upon September 18, 2017 and continuing for a period of Ten (10) Years (through September 17, 2027), Seven (7) Years Firm at the rates in Lease Paragraph 1.03 (as amended below).
3. In accordance with Lease Paragraphs 1.03.C and 1.08, the amount of Tenant Improvement Allowance used is hereby established as \$385,417.34 and the amount for Building Specific Amortized Capital is hereby established as \$132,755.21. The amount of \$385,417.34 for TIA and \$132,755.21 for BSAC will be amortized in accordance with Lease Paragraphs 1.03 and 1.08. Based on the TIA and BSAC above, Paragraph 1.03 of the Lease is hereby deleted in its entirety and replaced as follows:

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: [REDACTED]
 Name: Wilbur Gene Rutherford Jr.
 Title: Managing Member
 Entity Name: R&S Titusville LLC
 Date: 10/19/17

FOR THE GOVERNMENT:

Signature: [REDACTED]
 Name: James F. Thompson
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 10/23/17

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
 Name: Margaret A. Bunch
 Title: _____
 Date: 10-19-17

"1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

	SEPTEMBER 18, 2017 – SEPTEMBER 17, 2019 (FIRM TERM)	SEPTEMBER 18, 2019 – SEPTEMBER 17, 2024 (FIRM TERM)	SEPTEMBER 18, 2024 – SEPTEMBER 17, 2027 (NON-FIRM TERM)
	ANNUAL RENT ¹	ANNUAL RENT ¹	ANNUAL RENT ¹
SHELL RENT ^{1,5}	\$325,587.35	\$325,587.35	\$325,587.35
TENANT IMPROVEMENTS RENT ²	\$70,460.70	\$70,460.70	\$0.00
OPERATING COSTS ³	\$127,814.76	\$89,809.84	\$89,809.84
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$23,856.08	\$23,856.08	\$0.00
PARKING ⁵	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$547,518.89	\$509,513.77	\$415,398.89

¹Shell rent calculation:

(September 18, 2017 – September 17, 2019 (Firm Term)) \$15.88 per RSF multiplied by 20,498 RSF
 (September 18, 2019 – September 17, 2024 (Firm Term)) \$15.88 per RSF multiplied by 20,498 RSF
 (September 18, 2024 – September 17, 2027 (Non-firm Term)) \$15.88 per RSF multiplied by 20,498 RSF

²The Tenant Improvement Allowance of \$395,417.34 is amortized at a rate of 6.6 percent per annum over 7 years.

³Operating Costs rent calculation:

(September 18, 2017 – September 17, 2019 (Firm Term)) \$6.24 per RSF multiplied by 20,498 RSF (This includes \$38,005.12 annually for additional IT, Phone, and monitoring service more fully described in Paragraph IV below)
 (September 18, 2019 – September 17, 2024 (Firm Term)) \$4.38 per RSF multiplied by 20,498 RSF
 (September 18, 2024 – September 17, 2027 (Non-Firm Term)) \$4.38 per RSF multiplied by 20,498 RSF

⁴Building Specific Amortized Capital (BSAC) of \$132,785.21 are amortized at a rate of 6.6 percent per annum over 7 years.

⁵Parking costs described under sub-paragraph H below

⁶The 19,000 RSF of warehouse space is not reflected in the total rentable square footage description of the Premises*

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 18,697 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. Parking shall be provided at a rate of \$Zero per parking space per month (structured/inside), and \$Zero per parking space per month (surface/outside).*

4. Based on the final rent table above, Lease Paragraph 1.04 (as amended by Lease Amendment #2) is hereby deleted in its entirety and replaced as follows:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

INITIALS: WGR & [Signature]
LESSOR GOVT

- A. Studley, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Studley, Inc. with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.
- B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$45,626.57 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$45,626.57 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$45,626.57 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

5. Paragraph 1.15 of the Lease is hereby deleted in its entirety and replaced as follows:

1.15 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$4.38 per RSF (\$89,808.64/annum)."

6. Paragraph 1.02.A. is hereby deleted in its entirety and replaced as follows:

"A. Parking: 24 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which Zero shall be structured/inside parking spaces, and 24 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property."

7. The Lessor waives all restoration rights.

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INITIALS: WGR & [Signature]
LESSOR

(GOVT)